

EXHIBIT A



PROCESS SERVER DELIVERY DETAILS

Date: Fri, Jul 7, 2023
Server Name: Jimmy Lizama

Entity Served	MERCEDES-BENZ USA, LLC
Case Number	23LBCV01232
Jurisdiction	CA

Inserts



SUM-100

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company , and
DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ROSE CADAWAN, an individual

FOR OFFICE USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/03/2023 12:17 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Miranda, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: County of Los Angeles Superior Court
(El nombre y dirección de la corte es):

Governor George Deukmejian Courthouse, 275 Magnolia, Long Beach, CA 90802

CASE NUMBER:
(Número del Caso):

23LBCV01232

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sepehr Daghighian, Esq., CALIFORNIA CONSUMER ATTORNEYS, P.C.

10866 Wilshire Blvd, Suite 1200, Los Angeles, CA 90024 – Tel: (310) 872-2600

DATE: _____ Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Fecha) 07/03/2023 (Secretario) A. Miranda (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

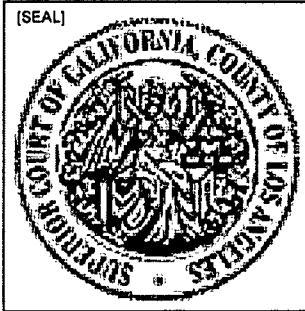
1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company

under:	<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input checked="" type="checkbox"/> other (specify): Limited Liability Company	

4. by personal delivery on (date):



1 **CALIFORNIA CONSUMER ATTORNEYS, P.C.**

2 Michael H. Rosenstein (SBN 169091)

2 mhr@calattorneys.com

3 Sepehr Daghigian (SBN 239349)

3 sd@calattorneys.com

4 James P. Martinez (SBN 308806)

4 jpm@calattorneys.com

5 10866 Wilshire Blvd, Suite 1200

5 Los Angeles, CA 90024

6 Telephone: (310) 872-2600

7 Facsimile: (310) 730-7377

8 Attorneys for Plaintiff,

ROSE CADAWAN

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/03/2023 12:17 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Miranda, Deputy Clerk

9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

12 ROSE CADAWAN, an individual,

13 Plaintiff,

14 vs.

16 MERCEDES-BENZ USA, LLC, a Delaware
16 Limited Liability Company , and DOES 1
17 through 10, inclusive,

19 Defendants.

Case No.: 23LBCV01232
Unlimited Jurisdiction

COMPLAINT

1. **VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY**
2. **VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY**
3. **VIOLATION OF THE SONG-
BEVERLY ACT SECTION 1793.2(b)**

1 Plaintiff, ROSE CADAWAN, an individual, alleges as follows against Defendants
2 MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company ("Mercedes-Benz USA,
3 LLC"), and DOES 1 through 10 inclusive, on information and belief, formed after a reasonable
4 inquiry under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiff, Rose Cadawan, hereby demands trial by jury in this action.

7 **GENERAL ALLEGATIONS**

8 2. Plaintiff, Rose Cadawan, is an individual residing in the City of Lakewood, State of
9 California.

10 3. Defendant Mercedes-Benz USA, LLC is and was a Delaware Limited Liability
11 Company operating and doing business in the State of California.

12 4. These causes of action arise out of the warranty obligations of Mercedes-Benz USA,
13 LLC in connection with a vehicle purchased by Plaintiff and for which Mercedes-Benz USA, LLC
14 issued a written warranty.

15 5. Plaintiff does not know the true names and capacities, whether corporate, partnership,
16 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under
17 the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through
18 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth
19 herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set
20 forth the true names and capacities of the fictitiously named Defendant, together with appropriate
21 charging allegations, when ascertained.

22 6. All acts of corporate employees as alleged were authorized or ratified by an officer,
23 director, or managing agent of the corporate employer.

24 7. Each Defendant, whether actually or fictitiously named herein, was the principal,
25 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or
26 within the course and scope of such employment or agency, took some part in the acts and omissions
27 hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for
28 herein.

1 8. On April 23, 2021, Plaintiff leased a new 2021 Mercedes Benz GLE 350, having VIN
2 No. 4JGFB4JB9MA406236 ("the Subject Vehicle"). Express warranties accompanied the sale of the
3 Subject Vehicle to Plaintiff by which Mercedes-Benz USA, LLC undertook to preserve or maintain
4 the utility or performance of Plaintiff's vehicle or to provide compensation if there was a failure in
5 such utility or performance.

6 9. The Subject Vehicle was delivered to Plaintiff with serious defects and
7 nonconformities to warranty and developed other serious defects and nonconformities to warranty
8 including, but not limited to, the engine defects, transmission system defects, electronics defects,
9 infotainment system defects, recalls, and other serious nonconformities to warranty.

10. Plaintiff hereby revokes acceptance of the sales contract.

11 11. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil
12 Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for
13 family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

14 12. Plaintiff is a "buyer" of consumer goods under the Act.

15 13. Defendant Mercedes-Benz USA, LLC is a "manufacturer" and/or "distributor" under
16 the Act.

17 14. To the extent that one or more class action lawsuits have been filed or are filed with
18 respect to the nonconformities affecting Plaintiff's vehicle, without conceding the necessity of
19 supplying such notice, Plaintiff hereby provides notice to Defendant and/or Defendant's agents of
20 Plaintiff's intent to opt-out and be excluded from the settlement class of said class action lawsuit(s).

21 15. Plaintiff hereby demands trial by jury in this action.

FIRST CAUSE OF ACTION

Violation of the Song-Beverly Act – Breach of Express Warranty

24 16. Plaintiff incorporates herein by reference each and every allegation contained in the
25 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

26 17. Express warranties accompanied the sale of the vehicle to Plaintiff by which
27 Mercedes-Benz USA, LLC undertook to preserve or maintain the utility or performance of Plaintiff's
28 vehicle or to provide compensation if there was a failure in such utility or performance.

1 18. The Subject Vehicle was delivered to Plaintiff with serious defects and
2 nonconformities to warranty and developed other serious defects and nonconformities to warranty
3 including, but not limited to, engine defects, transmission system defects, electronics defects,
4 infotainment system defects, recalls, and other serious nonconformities to warranty.

5 19. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil
6 Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or
7 household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

8 20. Plaintiff is the "buyer" of consumer goods under the Act.

9 21. Defendant Mercedes-Benz USA, LLC is a "manufacturer" and/or "distributor" under
10 the Act.

11 22. The foregoing defects and nonconformities to warranty manifested themselves in the
12 Subject Vehicle within the applicable express warranty period. The nonconformities substantially
13 impair the use, value and/or safety of the vehicle.

14 23. Plaintiff delivered the vehicle to an authorized Mercedes-Benz USA, LLC repair
15 facility for repair of the nonconformities.

16 24. Defendant was unable to conform Plaintiff's vehicle to the applicable express after a
17 reasonable number of repair attempts.

18 25. Notwithstanding Plaintiff's entitlement, Defendant Mercedes-Benz USA, LLC has
19 failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance
20 with the Song-Beverly Act.

21 26. By failure of Defendant to remedy the defects as alleged above, or to issue a refund
22 or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

23 27. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle
24 less that amount directly attributable to use by the Plaintiff prior to the first presentation of the
25 nonconformities.

26 28. Plaintiff is entitled to all incidental, consequential, and general damages resulting
27 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

28 29. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a

1 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
2 incurred in connection with the commencement and prosecution of this action.

3 30. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled in
4 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages
5 for Mercedes-Benz USA, LLC's willful failure to comply with its responsibilities under the Act.

6 **SECOND CAUSE OF ACTION**

7 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

8 31. Plaintiff incorporates herein by reference each and every allegation contained in the
9 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

10 32. Mercedes-Benz USA, LLC and its authorized dealership at which Plaintiff purchased
11 the Subject Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the
12 Subject Vehicle. The sale of the Subject Vehicle was accompanied by implied warranties provided
13 for under the law.

14 33. Among other warranties, the sale of the Subject Vehicle was accompanied by an
15 implied warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

16 34. The Subject Vehicle was not fit for the ordinary purpose for which such goods are
17 used because it was equipped with one or more defective vehicle systems/components.

18 35. The Subject Vehicle did not measure up to the promises or facts stated on the
19 container or label because it was equipped with one or more defective vehicle systems/components.

20 36. The Subject Vehicle was not of the same quality as those generally acceptable in the
21 trade because it was sold with one or more defective vehicle systems/components which manifest as
22 engine defects, transmission system defects, electronics defects, infotainment system defects,
23 recalls, and other serious nonconformities to warranty.

24 37. Upon information and belief, the defective vehicle systems and components were
25 present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied
26 warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other
27 applicable laws.

28 38. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil

1 Code, section 1794, *et seq*;

2 39. Plaintiff hereby revokes acceptance of the Subject Vehicle.

3 40. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
4 1794, *et seq*.

5 41. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794,
6 *et seq*. and Commercial Code, section 2711.

7 42. Plaintiff is entitled to recover any incidental, consequential, and/or "cover" damages
8 under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq*.

THIRD CAUSE OF ACTION

Violation of the Song-Beverly Act Section 1793.2(b)

10 43. Plaintiff incorporates herein by reference each and every allegation contained in the
11 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

12 44. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells
13 consumer goods in California, for which it has made an express warranty, shall maintain service and
14 repair facilities or designate and authorize independent service and repair facilities to carry out the
15 terms of those warranties.

16 45. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of
17 goods is necessary because they do not conform with the applicable express warranties, service and
18 repair shall be commenced within a reasonable time by the manufacturer or its representative.

19 46. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced
20 or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable
21 time.

22 47. The sale of the Subject Vehicle was accompanied by express warranties, including a
23 warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective
24 parts, including the electrical system.

25 48. Plaintiff delivered the Subject Vehicle to Mercedes-Benz USA, LLC's authorized
26 service representatives on multiple occasions. The Subject Vehicle was delivered for repairs of
27 defects, which amount to a nonconformities to the express warranties that accompanied the sale of
28

1 the Subject Vehicle.

2 49. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
3 within 30-days and/or commence repairs within a reasonable time and Mercedes-Benz USA, LLC
4 has failed to tender the Subject Vehicle back to Plaintiff in conformance with its warranties within
5 the timeframes set forth in Civil Code section 1793.2(b).

6 50. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil
7 Code, section 1794, *et seq*;

8 51. Plaintiff hereby revokes acceptance of the Subject Vehicle.

9 52. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
10 1794, *et seq*.

11 53. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794,
12 *et seq*. and Commercial Code, section 2711.

13 54. Plaintiff is entitled to recover any "cover" damages under Commercial Code sections
14 2711, 2712, and Civil Code, section 1794, *et seq*.

15 55. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
16 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq*.

17 56. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
18 times the amount of actual damages in that Mercedes-Benz USA, LLC has willfully failed to comply
19 with its responsibilities under the Act.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

22 1. For general, special and actual damages according to proof at trial;
23 2. For rescission of the purchase contract and restitution of all monies expended;
24 3. For diminution in value;
25 4. For incidental and consequential damages according to proof at trial;
26 5. For civil penalty in the amount of two times Plaintiff's actual damages;
27 6. For prejudgment interest at the legal rate;
28 7. For reasonable attorney's fees and costs and expenses of suit; and

8. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: July 3, 2023

CALIFORNIA CONSUMER ATTORNEYS, P.C.

Michael H. Rosenstein, Esq.
Sepemr Daghigian, Esq.
James P. Martinez, Esq.
Attorneys for Plaintiff,
ROSE CADAWAN

Plaintiff, **ROSE CADAWAN**, hereby demands trial by jury in this action.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael H. Rosenstein (SBN 169091) Sepehr Daghighian (SBN 239349) CALIFORNIA CONSUMER ATTORNEYS, P.C. 10866 Wilshire Blvd, Suite 1200, Los Angeles, CA 90024 TELEPHONE NO.: (310) 872-2600 FAX NO. (Optional) (310) 730-7377 E-MAIL ADDRESS: mhr@calattorneys.com sd@calattorneys.com ATTORNEY FOR (Name): Plaintiff: Rose Cadawan		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 7/03/2023 12:17 PM David W. Slayton, Executive Officer/Clerk of Court, By A. Miranda, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 275 Magnolia MAILING ADDRESS: 275 Magnolia CITY AND ZIP CODE: Long Beach, CA 90802 BRANCH NAME: Governor George Deukmejian Courthouse		
CASE NAME: Rose Cadawan v. Mercedes-Benz USA, LLC		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 23LBCV01232 JUDGE: DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case: Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)		Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)		Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)	
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 3

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 03, 2023

Sepehr Daghighian, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers: If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2:30 and 3:220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases: A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages; (2) punitive damages; (3) recovery of real property; (4) recovery of personal property; or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases: In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist, claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death)

Tort
Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice –
Physicians & Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional infliction of
Emotional Distress
Negligent infliction of
Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort:
Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contracts

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach–Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or
foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)
Judicial Review
Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE

Rose Cadawan v. Mercedes-Benz USA, LLC

CASE NUMBER

23LBCV01232

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner lives.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.) <input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) <input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress <input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death <input type="checkbox"/> 2307 Construction Accidents	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11
			1, 4, 11

SHORT TITLE

Rose Cadawan v. Mercedes-Benz USA, LLC

CASE NUMBER

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/environmental) <input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5 1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons <input type="checkbox"/> 4502 Other Professional Health Case Malpractice	1, 3, 5 1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility <input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form) <input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5 1, 3, 5 1, 3, 5
Other Civil Cases Assigned to Independent Calendar Courts			
Non-Personal Injury/Property Damage /Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice <input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case <input type="checkbox"/> 1502 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	2, 5 2, 5 1, 2, 5

SHORT TITLE

Rose Cadawan v. Mercedes-Benz USA, LLC

CASE NUMBER

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence) <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	1, 2, 5 2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff <input type="checkbox"/> 0902 Other Promissory Note/Collections Case <input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 6, 11 5, 11 5, 6, 11 5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud <input type="checkbox"/> 3702 Tortious Interference <input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure <input type="checkbox"/> 2602 Quiet Title <input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus <input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter <input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2, 8 2 2

SHORT TITLE

Rose Cadawan v. Mercedes-Benz USA, LLC

CASE NUMBER

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review <input type="checkbox"/> 3902 Administrative Hearing <input type="checkbox"/> 3903 Parking Appeal	2, 8 2, 8 2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage <input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11 1, 11
	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment <input type="checkbox"/> 2002 Abstract of Judgment <input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations) <input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax <input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only <input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages <input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9 2, 3, 9

SHORT TITLE

Rose Cadawan v. Mercedes-Benz USA, LLC

CASE NUMBER

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages <input type="checkbox"/> 4304 Election Contest <input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender <input type="checkbox"/> 4306 Petition for Relief from Late Claim Law <input type="checkbox"/> 4307 Other Civil Petition	2, 3, 9 2 2, 7 2, 3, 8 2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON:	ADDRESS:		
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			
CITY: Signal Hill	STATE: CA	ZIP CODE: 90755	2300 E Spring Street

Step 5: Certification of Assignment: I certify that this case is properly filed in the Governor George Deukmejian District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: July 03, 2023

(SIGNATURE OF ATTORNEY/FILING PARTY)



PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a “Resource List Mediation” for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.
<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit
<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Governor George Deukmejian Courthouse 275 Magnolia Ave, Long Beach, CA 90802		FILED Superior Court of California County of Los Angeles 07/03/2023 By: <u>David W. Slayton</u> , Executive Officer / Clerk of Court A. Miranda Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		CASE NUMBER: 23LBCV01232
Your case is assigned for all purposes to the judicial officer indicated below.		

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE			DEPT	ROOM	ASSIGNED JUDGE			DEPT	ROOM
<input checked="" type="checkbox"/>	Mark C. Kim		S27						

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
on 07/05/2023 (Date) By A. Miranda, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

2019-GEN-014-00

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FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
By *Rizalinda Mina*, Deputy
Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
- MANDATORY ELECTRONIC FILING)
FOR CIVIL)
)
)
)
)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a
2 person or entity that receives an electronic filing from a party for retransmission to the Court.
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or
9 process attached to or logically associated with an electronic record and executed or adopted
10 by a person with the intent to sign the electronic record.

11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place
12 in a hypertext or hypermedia document to another in the same or different document.

13 h) **“Portable Document Format”** A digital document format that preserves all fonts,
14 formatting, colors and graphics of the original source document, regardless of the application
15 platform used.

16 2) MANDATORY ELECTRONIC FILING

17 a) Trial Court Records

18 Pursuant to Government Code section 68150, trial court records may be created, maintained,
19 and preserved in electronic format. Any document that the Court receives electronically must
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

22 b) Represented Litigants

23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to
24 electronically file documents with the Court through an approved EFSP.

25 c) Public Notice

26 The Court has issued a Public Notice with effective dates the Court required parties to
27 electronically file documents through one or more approved EFSPs. Public Notices containing
28 effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits; must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;
16 ii) Declarations;
17 iii) Exhibits (including exhibits to declarations);
18 iv) Transcripts (including excerpts within transcripts);
19 v) Points and Authorities;
20 vi) Citations; and
21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating
6 the documents as sealed at the time of electronic submission is the submitting party's
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to
10 redact confidential information (such as using initials for names of minors, using the last four
11 digits of a social security number, and using the year for date of birth) so that the information
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any
17 document received electronically on a non-court day, is deemed to have been effectively
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code
19 Civ. Proc. § 1010.6(b)(3).)20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due
21 course because of: (1) an interruption in service; (2) a transmission error that is not the
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may
23 order, either on its own motion or by noticed motion submitted with a declaration for Court
24 consideration, that the document be deemed filed and/or that the document's filing date
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later
28 than 10:00 a.m. the court day before the ex parte hearing.

1 b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the
2 day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte
3 application must be provided to the court the day of the ex parte hearing.

4 **9) PRINTED COURTESY COPIES**

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If
7 the efilng is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom
8 by 10:00 a.m. the next business day.

9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of
10 electronic submission) is required for the following documents:

- 11 i) Any printed document required pursuant to a Standing or General Order;
- 12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26
13 pages or more;
- 14 iii) Pleadings and motions that include points and authorities;
- 15 iv) Demurrers;
- 16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- 17 vi) Motions for Summary Judgment/Adjudication; and
- 18 vii) Motions to Compel Further Discovery.

19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of
20 additional documents. Courtroom specific courtesy copy guidelines can be found at
21 www.lacourt.org on the Civil webpage under "Courtroom Information."

22 **10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS**

23 a) Fees and costs associated with electronic filing must be waived for any litigant who has
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. §
25 1010.6(d)(2).)

26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure
27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be
28 electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.

5

6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9
10 DATED: May 3, 2019

Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

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VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

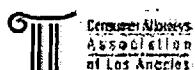


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section◆

◆ Los Angeles County Bar Association Labor and Employment Law Section◆

◆ Consumer Attorneys Association of Los Angeles◆

◆ Southern California Defense Counsel◆

◆ Association of Business Trial Lawyers◆

◆ California Employment Lawyers Association◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES COURTHOUSE ADDRESS: PLAINTIFF: DEFENDANT: STIPULATION – EARLY ORGANIZATIONAL MEETING
FAX NO. (Optional):		
		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the “core” of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered “core.” In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered “core.”);
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)

Date:

➤

_____ (ATTORNEY FOR PLAINTIFF)

➤

_____ (ATTORNEY FOR DEFENDANT)

➤

_____ (ATTORNEY FOR DEFENDANT)

➤

_____ (ATTORNEY FOR DEFENDANT)

➤

_____ (ATTORNEY FOR _____)

➤

_____ (ATTORNEY FOR _____)

➤

_____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES COURTHOUSE ADDRESS: PLAINTIFF: DEFENDANT:
FAX NO. (Optional):		
STIPULATION – DISCOVERY RESOLUTION		

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
- iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
- 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
- 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

Date:	➤ (ATTORNEY FOR PLAINTIFF)
Date:	➤ (ATTORNEY FOR DEFENDANT)
Date:	➤ (ATTORNEY FOR DEFENDANT)
Date:	➤ (ATTORNEY FOR DEFENDANT)
Date:	➤ (ATTORNEY FOR _____)
Date:	➤ (ATTORNEY FOR _____)
Date:	➤ (ATTORNEY FOR _____)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR PLAINTIFF)

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR DEFENDANT)

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR DEFENDANT)

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR DEFENDANT)

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR _____)

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR _____)

(TYPE OR PRINT NAME)

Date:

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

General Order Re) ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation) EXTENDING TIME TO RESPOND BY
Stipulations) 30 DAYS WHEN PARTIES AGREE
) TO EARLY ORGANIZATIONAL
) MEETING STIPULATION
)

Whereas the Los Angeles Superior Court and the Executive Committee of the
Litigation Section of the Los Angeles County Bar Association have cooperated in
drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for
use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los
Angeles County Bar Association Labor and Employment Law Section; the Consumer
Attorneys Association of Los Angeles; the Association of Southern California Defense
Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California
Employment Lawyers Association all "endorse the goal of promoting efficiency in
litigation, and ask that counsel consider using these stipulations as a voluntary way to
promote communications and procedures among counsel and with the court to fairly
resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6 Whereas, in order to promote a meaningful discussion of pleading issues at the
7 Early Organizational Meeting and potentially to reduce the need for motions to
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early
9 Organizational Meeting before the time to respond to a complaint or cross complaint
10 has expired;

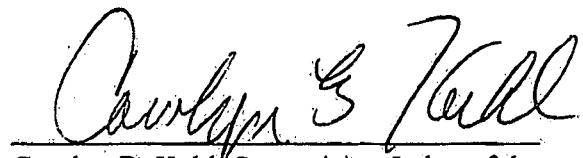
11 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
12 which an action is pending to extend for not more than 30 days the time to respond to
13 a pleading "upon good cause shown";

14 Now, therefore, this Court hereby finds that there is good cause to extend for 30
15 days the time to respond to a complaint or to a cross complaint in any action in which
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding
17 of good cause is based on the anticipated judicial efficiency and benefits of economic
18 case resolution that the Early Organizational Meeting Stipulation is intended to
19 promote.

20 IT IS HEREBY ORDERED that, in any case in which the parties have entered
21 into an Early Organizational Meeting Stipulation, the time for a defending party to
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted
23

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3 DATED: May 11, 2011



4 Carolyn B. Kuhl, Supervising Judge of the
5 Civil Departments, Los Angeles Superior Court
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